



COMMONWEALTH of VIRGINIA

Department of General Services

Richard F. Sliwoski, P.E.
Director

1100 Bank Street
4th Floor
Richmond, Virginia 23219-3402
Voice/TDD (804) 786-6152
FAX (804) 371-8305

CONTRACT RENEWAL/MODIFICATION AGREEMENT CONTRACT GAP05212009—FAC

Date: Wednesday, October 19, 2011

Contract No.: GAP-05212009—FAC

Modification No.: One

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: Applied Management Engineering (AME Inc.)
200 Golden Oak Court, Suite 300
Virginia Beach, VA 23452-6756
Attn: Douglas W. Kincaide, PE

Commodity: Facility Assessment

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract and the RENEWAL Clause of the contract.

The renewal period is from November 1, 2011 through October 31, 2012 with two one year renewal options remaining.

There are no changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Please sign below acknowledging acceptance of this modification and return this to:

Gary A. Pleskac, VCCO, VCO
DGS Procurement Services
203 Governor Street, Room 100P
Richmond, Va. 23219

Please feel free to call me with any questions at 804-786-0048.

Sincerely,

Gary A. Pleskac

Consolidated Laboratory Services • Engineering & Buildings • Purchases & Supply

Gary A. Pleskac, VCO

CONTRACTOR

President / General Manager

Title

[Signature]

By Douglas W. Kirkaid, PE By

Applied Management Engineering, Inc.
Name of Company

200 Golden Oak Court, Suite 300
Company Address

Virginia Beach, VA 23452-6756
Company Address

(800) 532-0763
Company Phone Number

OWNER

[Signature]

Title

[Signature]



200906.00

COMMONWEALTH of VIRGINIA

Department of General Services

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Director

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Modification No.: One

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: CEGG Associates
381 Edwin Drive
Virginia Beach, VA 23462
Attn: James L. Chapman

Commodity: Facility Assessment

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DGS Procurement Services
203 Governor Street, Room 100P
Richmond, Va. 23219

Please feel free to call me with any questions at 804-786-0048.

Sincerely,

Gary A. Pleskac

Consolidated Laboratory Services • Engineering & Buildings • Purchases & Supply

Gary A. Pleskac, VCO

CONTRACTOR

OWNER

James L. Chapman, P.E.
Title Principal

Procurement Mgr
Title

By

By

POND / CEGG
Name of Company

381 Edwin Drive
Company Address

Virginia Beach, VA 23462
Company Address

757-499-4562
Company Phone Number



COMMONWEALTH of VIRGINIA

Department of General Services

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Richmond, Virginia 23219-3402
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Date: Wednesday, October 19, 2011

Contract No.: GAP-05212009—FAC

Modification No.: One

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: CTI Consultants, Inc.
13500 East Boundary Road
Midlothian, VA 23112
Attn: Spencer Morganthau

Commodity: Facility Assessment

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract and the RENEWAL Clause of the contract.

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DGS Procurement Services
203 Governor Street, Room 100P
Richmond, Va. 23219

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Sincerely,

Gary A. Pleskac

Consolidated Laboratory Services • Engineering & Buildings ~ Purchases & Supply

Gary A. Pleskac, VCO

CONTRACTOR

OWNER

CTO
Title

PROCUREMENT MGR
Title

J/L RL
By

Shelby D. Smith
By

CTI CONSULTANTS, INC.
Name of Company

13500 EAST BOUNDARY RD.
Company Address

LUDLOTTMAN, VA 23112
Company Address

804-622-8630
Company Phone Number



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Contract No.: GAP-05212009—FAC

Modification No.: One

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: ECS Mid-Atlantic, LLC
14026 Thunderbolt Place
Chantilly, VA 20151
Attn: Henry W. Brown, PE

Commodity: Facility Assessment

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DGS Procurement Services
203 Governor Street, Room 100P
Richmond, Va. 23219

Please feel free to call me with any questions at 804-786-0048.

Sincerely,

Gary A. Pleskac

Consolidated Laboratory Services• Engineering & Buildings~ Purchases & Supply

Gary A. Pleskac, VCO

CONTRACTOR

OWNER

MANAGING PRINCIPAL ENGINEER
Title

PROCUREMENT MGR
Title

[Signature]
By

[Signature]
By

ECS MID-ATLANTIC, LLC
Name of Company

14026 THUNDERBOLT PL. SUITE 100
Company Address

CHANTILLY, VA 20151-3296
Company Address

(703) 471-8400
Company Phone Number



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Date: Wednesday, October 19, 2011

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Modification No.: One

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: Faithful+Gould, Inc.
1725 Duke Street, Suite 200
Alexandria, VA 22314
Attn: Martin Jacobs

Commodity: Facility Assessment

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Richmond, Va. 23219

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Sincerely,

Gary A. Pleskac

Consolidated Laboratory Services• Engineering & Buildings~ Purchases & Supply


Gary A. Pleskac, VCO

CONTRACTOR

OWNER

VICE PRESIDENT

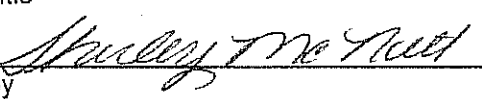
Title

MARTIN JACOBS 

By

PROCUREMENT MGR

Title

Shirley McNeil 

By

FAITHFUL + GOULD

Name of Company

1725 DUKE STREET

Company Address

ALEXANDRIA, VA, 22304

Company Address

703 684 6550

Company Phone Number



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Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: Hummer Construction Resources, LLC
PO Box 15
Roanoke, VA 24002
Attn: Faye Sensabaugh

Commodity: Facility Assessment

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DGS Procurement Services
203 Governor Street, Room 100P
Richmond, Va. 23219

Please feel free to call me with any questions at 804-786-0048.

Sincerely,

Gary A. Pleskac

Consolidated Laboratory Services • Engineering & Buildings • Purchases & Supply

CONTRACTOR

OWNER

PRINCIPAL

PROCUREMENT MGR

Title

Title

D.K. Hammer

Shirley McNeely

By

By

HAMMER CONSTRUCTION RESOURCES LLC

Name of Company

P.O. BOX 15, ROANOKE, VA. 24002 (MAIL)

Company Address

118 CAMPBELL AVE SW, ROANOKE, VA. 24011 (ACTUAL)

Company Address

540-400-8650

Company Phone Number



COMMONWEALTH of VIRGINIA

Department of General Services

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Modification No.: One

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: McDonough Bolyard & Peck
460 McLaws Circle, Suite 140
Williamsburg, VA 23185
Attn: Don Young

Commodity: Facility Assessment

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DGS Procurement Services
203 Governor Street, Room 100P
Richmond, Va. 23219

Please feel free to call me with any questions at 804-786-0048.

Sincerely,

Gary A. Pleskac

Consolidated Laboratory Services • Engineering & Buildings ~ Purchases & Supply

Gary A. Pleskac, VCO

CONTRACTOR

OWNER

SENIOR VICE PRESIDENT
Title

PROCUREMENT MGR
Title

Michael Pleskac
By

Shirley McNeil
By

McDonagh BOLYARD PERK, INC.
Name of Company

460 McLaws Circle Suite 140
Company Address

Williamsburg, VA 23185
Company Address

757-259-0284
Company Phone Number



Rec'd
10-26-11

COMMONWEALTH of VIRGINIA

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Modification No.: One

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: TEC, Inc
2496 Old Ivy Road, Suite 300
Charlottesville, VA 22903
Attn: Raymond K. Best

Commodity: Facility Assessment

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Gary A. Pleskac, VCCO, VCO
DGS Procurement Services
203 Governor Street, Room 100P
Richmond, Va. 23219

Please feel free to call me with any questions at 804-786-0048.

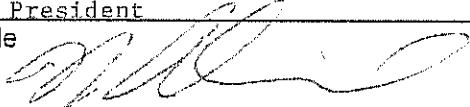
Sincerely,

Gary A. Pleskac

Consolidated Laboratory Services• Engineering & Buildings~ Purchases & Supply

Gary A. Pleskac, VCO

CONTRACTOR

President
Title 
By Richard T. Heiderstadt

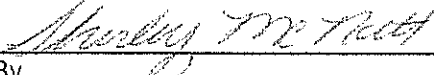
TEC Inc
Name of Company

2496 Old Ivy Road Suite 300
Company Address

Charlottesville, VA 22903
Company Address

434-295-4446
Company Phone Number

OWNER

PROCUREMENT MGR
Title 
By

SERVICE BY AIR
WORLDWIDE AIR/GROUND NETWORK

*Facility Assessment
Renewals*

For your signature

Thanks

Reliability • Serviceability • Durability • Quality



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Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: ValCon Construction Consultants, Inc
2120 Staples Mill Road, Suite 207
Richmond, VA 23230
Attn: Gary McSherry

Commodity: Facility Assessment

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Gary A. Pleskac, VCCO, VCO
DGS Procurement Services
203 Governor Street, Room 100P
Richmond, Va. 23219

Please feel free to call me with any questions at 804-786-0048.

Sincerely,

Gary A. Pleskac

Consolidated Laboratory Services • Engineering & Buildings • Purchases & Supply

Gary A. Pleskac, VCO

CONTRACTOR

OWNER

Vice President

Procurement Mgr

Title

Title

By

By

VALCON CONSTRUCTION CONSULTANTS, INC.

Name of Company

2120 STAPES HILL RD. SUITE 207

Company Address

Richmond, VA 23230

Company Address

804-355-0950

Company Phone Number



COMMONWEALTH of VIRGINIA

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Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: VFA Inc
266 Summer St.
Boston, MA 02210
Attn: Jim Summers

Commodity: Facility Assessment

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DGS Procurement Services
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Richmond, Va. 23219

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Sincerely,

Gary A. Pleskac

Consolidated Laboratory Services • Engineering & Buildings ~ Purchases & Supply

Gary A. Pleskac, VCO

CONTRACTOR

OWNER

CFO

Procurement Mgr

Title

Title

Jim Sumner

Shirley McNeil

By

By

VFA Inc

Name of Company

266 SUMNER ST

Company Address

ROSTON MA 02210

Company Address

617-772-8200

Company Phone Number

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF ENGINEERING AND BUILDINGS
203 Governor Street
Richmond, VA 23219**

NOTICE OF CONTRACT AWARD

1. DATE.....October 26, 2009
2. COMMODITY NAME.....Facility Assessments
3. CONTRACT NUMBER.....GAP-05/21/2009—FAC
4. CONTRACT PERIOD.....October 26, 2009 – October 25, 2011
5. AUTHORIZED USERS.....All Public Bodies (Optional Use)
6. CONTRACTORS.....See pages 2 & 3
7. TERMS.....Net 30 days
8. DELIVERY.....As requested
9. F.O.B.....Not applicable
10. FOR FURTHER CONTRACT INFORMATION CONTACT: Gary A. Pleskac
(804)786-0048
gary.pleskac@dgs.virginia.gov

Notice: This Notice of Contract Award is being provided to you to announce the vendors to whom the Non Professional Construction Related Services have been awarded to. You may begin using the Contractors immediately using the information provided herein. Any questions concerning the provisions of the contract should be directed to the Contract Officer listed above.

By: _____
Shirley McNutt, VCCO, VCO
Contract Officer

ENVIROMENTAL ASSESSMENT CONTRACTORS LIST

Refer to DEB Contract Link

<http://www.dgs.state.va.us/DivisionofEngineeringandBuildings/DirectorsOffice/DEBContracts/ConstructionTestingEnvironmentalServices/tabid/7117/Default.aspx>

These services have been rolled up into a new contract

COMMISSIONING AND TESTING & BALANCING CONTRACTORS LIST

Refer to DEB Contract Link

<http://www.dgs.state.va.us/DivisionofEngineeringandBuildings/DirectorsOffice/DEBContracts/NonProfessionalConstructionRelatedServices/tabid/392/Default.aspx>

These services have been rolled up into a new contract

FACILITY ASSESSMENT CONTRACTORS LIST

Facility Assessment Company Information	Contact Person	Phone Numbers
Applied Management Engineering (AME, Inc.)	Douglas W. Kincaide, P.E.	800-532-0763
200 Golden Oak Court, Suite 300	757-498-4400 x600	757-498-4400
Virginia Beach, VA 23452-6756	www.ameinc.biz	757-498-4985 fax
CEGG Associates LC	James L. Chapman	757-499-4562
381 Edwin Drive	jchappman@cegg.com	757-473-1967 fax
Virginia Beach, VA 23462		757-518-1404 fax
CTI Consultants Inc	Spencer Morganthau	804-622-8630
13500 East Boundary Road	smorganthau@cti-consultants.com	804-622-8635 fax
Midlothian, VA 23112	www.cti-consultants.com	
ECS Mid-Atlantic LLC	Rich Storbeck.	703-471-8400
14026 Thunderbolt Place	rstorbeck@ecslimited.com	703-834-5527 fax
Chantilly, VA 20151		
Faithful+Gould, Inc	Martin Jacobs	703-684-6550
1725 Duke Street, Suite 200	martin.jacobs@fgould.com	703-684-8590 fax
Alexandria, VA 22314	703-684-6550	
Hummer Construction Resources, LLC	Faye Sensabaugh	888-235-0046
309 Market Street, Suite 204 (Delivery)	faye@quality-cost.com	540-400-8650
P.O. Box 15 (Mail)		540-400-8615 fax
Roanoke, VA 24002		

Facility Assessment Company Information	Contact Person	Phone Numbers
McDonough Bolyard Peck	Don Young	888-372-0063
460 McLaws Circle, Suite 140	dyoung@mbpce.com	757-259-0284
Williamsburg, VA 23185	757-259-0285	757-259-0285 fax
TEC, Inc	Raymond K. Best	434-295-4446
2496 Old Ivy Road, Suite 300	434-295-4446	434-295-5535 fax
Charlottesville, VA 22903	rkbest@tecinc.com	
ValCon Construction Consultants, Inc	Gary McSherry	804-355-0958
3007-C West Clay Avenue	804-355-0958	804-355-4760 fax
Richmond, VA 23230	gmcsberry@valconcc.com	
VFA, Inc.	Jim Summers	617-772-8200
266 Summer St.	jsummers@vfa.com	617-350-7087 fax
Boston, MA 02210		

FACILITY ASSESSMENT CONTRACTORS SERVICES

The successful Contractors will perform a baseline condition assessment consisting of, at a minimum, a visual assessment of the common building mechanical, electrical and exterior components in support of equipment/system life-cycle analysis and capital repair/replacement projections. The assessments include site visits to observe the buildings, sites and utility systems, interviewing building management and maintenance personnel, and reviewing available maintenance records, design and construction documents and plans. The successful Offerors will also perform a review of compliance with the applicable codes and Virginia Statewide Uniform Building Code, applicable edition, as requested by the public body under a visual assessment.

The purpose of the assessment is to determine the physical condition of the building equipment, systems, interior and exterior elements at each facility. The components are to be evaluated for condition, life expectancy, and replacement/repair costs.

1. Full Facility Condition Assessment: (This is defined as an entire building visual assessment.)

- a. The primary purpose of the successful Bidders will be to aid public bodies in performing facility condition assessments to be loaded into the FICAS system.

For information to be loaded into the FICAS system via a back-end data upload instead of the regular web-based front end user screens, the data must be properly entered into the 'FICAS Data Import Template'. Using the import template according to specifications will result in populating FICAS with data that can be used with the forecasting, project planning, ranking, and reporting modules of FICAS. The Bidder may use any assessment tool, but one of the final products must be a complete Excel import template.

- b. The public body will provide the data import template file with the list of asset(s) to be assessed already loaded. Bidders are required to complete the Requirement Level Data and the Systems Level Data for each facility. After completing the import template the Bidder will return it to the requesting public body for loading into FICAS.

- c. The Bidder is required to identify and correct any error(s) that cause an import batch to be rejected. The Bidder will be responsible for paying any resubmission fees. The project will not be considered complete until the data is loaded in FICAS and the public body has an opportunity to review the data in FICAS.
- d. The attached 'FICAS Data Import Template Instructions for Use' provides additional detail regarding the import template and process. All Bidders are expected to comply with all requirements in these instructions.
- e. The Bidder shall provide photographs electronically, so the public body can upload them into FICAS if desired. Picture files shall be organized in a manner that will allow them to easily be matched with what building system or deficiency they identify. See the 'FICAS Data Import Template Instructions for Use' for the acceptable format.
- f. Local government bodies may not use the 'FICAS Data Import Template'.

2. Partial Facility Condition Assessment: (This is defined as a specific system visual assessment)

NOTE: While partial assessments occur, they are not common. The FICAS Data Import Template is designed for full building visual assessments and its use is not required for partial assessments.

- a. Successful Bidders may also aid public bodies with special projects by performing partial facility condition assessments, analyzing physical plant capital renewal, reviewing current preventive maintenance practices, and providing information used in funding requests.

The successful bidder(s) will ascertain, as requested by the public body, the following:

- i. The present condition of the building system(s) requested to be evaluated
 - ii. Whether the system(s) functionally meets the needs of the public body
 - iii. The future funding requirements for the operation and maintenance of the system(s)
- b. For partial facility condition assessments the successful bidder will perform a baseline assessment consisting of, at a minimum, a visual assessment of the components of the requested building system(s) in support of equipment/system life-cycle analyses and capital repair/replacement projections. The assessments include site visits to observe the building system(s), interviewing building management and maintenance personnel, and reviewing available maintenance records, design, and if necessary plans. The successful bidder will also perform a review of compliance with the Virginia Statewide Uniform Building Code, applicable edition, and other applicable codes as requested by the public body. The components are to be evaluated for condition, life expectancy, and replacement/repair costs.
 - c. A partial facility condition assessment may include any of the following building systems:
 - i. Roof Systems – Access the roofs and visually observe the condition of the roof systems and any accessories and details. Observe flashing and penetration details for condition.
 - ii. Building Exterior Elements – Assess the building wall systems for connection adequacy, continuity of seals, and evidence of other types of distress and report an overall condition of the walls. Check flashings and connections for proper drainage and check for condition and proper placement of expansion joints. Evaluate windows and doors.
 - iii. Structural Systems – Evaluate through observation the structure and ancillary structures for signs of distress (wall cracking, displacement, etc.) and report the findings.
 - iv. Interior Finishes – Evaluate conditions of interior finishes including floor and wall coverings, ceilings, doors of lobby areas, corridors, restrooms, typical office suites, and other common areas. Fire and Life Safety Issues – Perform visual/audible assessment of the fire and life safety elements including emergency power systems, smoke evacuation systems, stair pressurization systems, UPS system, fire alarm systems, fire protection/suppression systems, fire pumps, and security systems. Perform a visual survey of the building and surrounds concerning fire and life safety issues.
 - v. Mechanical/HVAC, Electrical, Plumbing – Observe the age, condition, adequacy of capacity, and status of maintenance of the M/E/P and related building systems and comment on their condition and obvious deficiencies. Provide comment on any visually obvious code violations.

- vi. Elevator Systems – Observe the equipment and controls in the machine room, hoistway, cab, lobby and elevator pits.
 - vii. Accessibility Compliance – Perform a cursory level evaluation to include site features and building entrances, access to goods and services, horizontal and vertical circulation, access to rest rooms, and removal of remaining barriers in accordance with ADAAG.
 - viii. Security Systems – Visually inspect doors, locks, fences, gates, surveillance equipment and lighting.
 - ix. Site & Utilities (non-building) - Review of site infrastructure items including such components as Steam and condensate lines outside the walls of a building structure pricing should be linear foot assessed. Storm water and sewer systems outside the walls of a building structure should be linear foot assessed. Tunnel systems outside the walls of a building structure should be linear foot assessed. Electrical and fiber optic duct bank systems outside the walls of a building structure should be linear foot assessed. Hardscapes, such as flat asphalt lots, sidewalks, retaining walls, access roads assessed on square foot.
- d. An assessment report will be prepared by the successful Bidder. This report will reflect either a 5 or 10 year period based on the evaluation requested by the public body for required repairs/replacement and recommendations for improvements or upgrades. The report will include a written summary of major deficiencies and visual code violations with recommendations and costs for fixing same. The successful Bidder will document deficiencies and code violations using digital photography and incorporate same into the reports. The successful Bidder will also provide in the report, the logic and methods used to evaluate the conditions.
- e. Any reports provided under partial assessment services shall be in hard copy and an electronic copy for use in Microsoft Office Products. **Partial facility condition assessments cannot use the 'FICAS Data Import Template'.**

FULL FACILITY ASSESSMENT CONTRACTORS PRICING

On this website there are 10 Excel Workbooks with Full Assessment Pricing for: Assembly Group, Business Group, Educational Group, Factory Group, High Hazard Group, Institutional Group, Mercantile Group, Residential Group, Storage Group, and Utility Group. The rates shown are the maximum that may be invoiced. The rates shown are sorted by rate, lowest to highest. Each Group workbook contains the price rates by each vendor, with six separate tabs for facility square footage. PLEASE NOTE THAT NOT ALL VENDORS WILL WORK IN ALL AREAS OF THE STATE (please see Vendor Regions table). You may select more than one and ask for resumes and a cost proposal for the work to be done. No reimbursables for travel or overhead shall be billed by the contractor or paid by the agency. The only reimbursables allowed is additional report copies outside of the original report.

Partial Assessment pricing is provided by each vendor and are posted as separate Workbooks. The End User is responsible for calculating/estimating rates for Partial Assessment.

IN NO CASE SHALL THIS CONTRACT BE USED FOR CREATING DESIGN DOCUMENTS THAT CARRY A PROFESSIONAL SEAL.

SEE SEPARATE PRICING SCHEDULE ON WEB SITE FOR THIS WORK.

REQUIREMENTS OF THE CONTRACTORS AND THE PUBLIC BODIES

STATEMENT OF NEEDS

REQUIREMENTS:

1. The Contractor shall furnish statewide **non professional** services to assist the public bodies of the Commonwealth on as needed basis. These statewide services will be based on a project/work order issued with an eVA purchase order or other purchase orders issued by the public body for the services.
2. A project order is similar to a work order and shall define the scope of the work, the skills used, the contract hourly or per square foot rate, and any reimbursable costs for printing, report creation, express mail, etc. (no lodging, meals or travel time will be allowed as a reimbursable – this is non professional services)
3. No design documents for renovation or new construction will be allowed under this contract. No destructive testing or analysis that requires certification by a licensed professional is allowed under this contract. This contract is for visual assessments of facilities.
4. The Commonwealth acknowledges that no single Contractor may be able to fully satisfy all the requirements for personnel that may arise. Therefore the public body, at its option, may contract with multiple qualified Contractors.
5. The public body is not required to purchase services from all vendor(s) which may be awarded a contract from this solicitation. The public body reserves the option to advertise and contract for individual services on any basis it may choose during the term of this contract.
6. The Contractor shall provide the public body with the job qualifications of the individual(s) available within ten (10) days working days of the public body's request for the services.

TERMS AND CONDITIONS OF THE CONTRACT

REQUIRED TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at <http://dps.virginia.gov> under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Bidders certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR 2-STEP IFBs**
- For Request For Proposals: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written

consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or Bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or

Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

4. Automobile Liability - \$500,000 - Combined single limit.

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** An Bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Bidders must register in eVA; failure to register will result in the proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

SPECIAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from his bid/proposal, no indication of such sales or services to the Department of General Services will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia has purchased or uses any of its products or services, and the contractor shall not include the Commonwealth in any client list in advertising and promotional materials.

2. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. AWARD OF CONTRACT:

AWARD TO MULTIPLE BIDDERS: The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

5. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 90 days *from the date of the bid opening*. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

6. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

7. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

- Name of Bidder
- Street Address or Box Number
- City/State/Zip Code
- IFB or RFP Number
- IFB or RFP Title
- Due Date & Time
- Name(s) of Contact(s), Purchase Officer(s), or Buyer(s)

The envelope should be addressed as directed on Page 3 of this solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

8. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

9. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 3 successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

10. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

12. eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

15. REPORTS/SURCHARGE ADJUSTMENT FEE (SCA):

A. **CONTRACTOR'S MONTHLY REPORT OF SALES:** Contractors shall provide electronic reports in Microsoft Excel format on a monthly basis showing invoiced sales data. Reports are to be provided no later than the 10th of each month, reporting total invoiced sales and returns transactions that took place in the immediately prior month. Monthly reports shall be sent to the contract officer.

B. **SURCHARGE ADJUSTMENT:** The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The SCA fee reimburses the Commonwealth and defrays the costs for procurements and the administration of the subsequent awards. The Contractor must remit the SCA fee within 30 days after the end of each calendar year quarter. It is the intent of the Commonwealth to capture 1/2% of all invoiced transactions under the Contract. The SCA fee equals one half percent (1/2%) of the total invoiced sales as reported in the Contractor's monthly reports for the three previous months. The SCA fee amount due must be paid by check. The check stub or other remittance material must include "DEB SCA fee", the contract number, and dates of the three-month reporting period. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Checks are to be payable to: Treasurer of Virginia.

Checks are mailed to:
Department of General Services
P.O. Box 267
Richmond, VA 23218-0267

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

METHOD OF PAYMENT

Payment shall be in accordance with prompt pay and may be by P-CARD. Payment will be invoiced per project order upon completion of the work. The contractor invoice shall show all hours worked based on the category of services and the appropriate rate based on the type of assessment, group, and square footage. All assessments shall be invoiced at actual costs.